

## Amendment 145 Contract No. 229944

### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 145 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 2nd day of August, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the work necessary to implement the King County Metro (KCM) software modification to the DAC application to support Network Address Translation (NAT). This work is performed per RFCS-RFI-616 *DAC Modification to support NAT/PAT* (as described in ERG's RFI response dated January 7, 2011 – note the RFI has a typo which identifies this date as 1/7/2010).
- C. The Parties agree that the Work necessary to perform the prescribed tasks will be compensated as follows.

## Agreement

### Section 1.0 Description of Work

1.1 The Contractor will perform the work to determine if it is possible for KCM to utilise NAT/PAT networking solutions without impact to the Stand Alone Fare Transaction Processor (SAFTP) device application, the Driver Display Unit (DDU) device application, or the On-board Fare Transaction Processor (OBFTP) application. The Contractor will:

- (a) Test the proposed DAC modification, using minor modifications to the DAC applications and provide to KCM prototype testing and capture logs.
- (b) Conduct further testing as required, following KCM networking staff review to identify any changes based on the initial testing in step (a).
- (c) Provide KCM with the DAC prototype application to deploy testing within the KC-WAN.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION

### SPECIAL PROGRAMS

<b>LUMP SUM COST</b>
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To perform the work to implement the KCM software modification to the DAC application to support Network Address Translation (NAT).	
<b>TOTAL</b>	<b>\$5176</b>

### Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Forty-five shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

**ERG Transit Systems (USA) Inc.**

By: Michael Cook

Its: ERG

Date: 7-29-11

**The Agencies**

By: Candace Carlson

Their: ORCA Operations Manager

On behalf of the Agencies

Date: August 2, 2011